

fedex.com Terms of Use

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FEDEX MAY MAKE FUTURE CHANGES OR MODIFICATIONS TO SUCH TERMS AND CONDITIONS AT ANY TIME WITHOUT NOTICE, AND YOUR SUBSEQUENT VIEWING OR USE OF FEDEX.COM WILL CONSTITUTE YOUR AGREEMENT TO THE CHANGES AND MODIFICATIONS. THERE MAY BE ADDITIONAL TERMS AND CONDITIONS PROVIDED THROUGHOUT FEDEX.COM GOVERNING YOUR USE OF PARTICULAR FUNCTIONS, FEATURES, INFORMATION AND APPLICATIONS AVAILABLE THROUGH FEDEX.COM.

Content: information, graphics, products, features, functionality, services, and links on fedex.com, including FedEx Ship Manager® at fedex.com, FedEx® Global Trade Manager, and FedEx® Billing Online, FedEx Tracking Signature Proof of Delivery and FedEx Tracking Updates.

FedEx: FedEx Corporate Services, Incorporated, its parent and its parent's subsidiary companies.

You: Yourself and the entity that you represent

Section 2. Use of fedex.com

fedex.com is provided solely for the use of current and potential FedEx customers to interact with FedEx and may not be used by any other person or entity, or for any other purpose. Specifically, all shipping, tracking, rating, receiving FedEx invoices and remitting payment using electronic funds transfer ("EFT"), drop-off location, identifying and preparing international documents, estimating duties and taxes, and other information and services may only be used by current and potential FedEx customers for their own shipments. Use of fedex.com to provide information to or prepare shipments by or

for the benefit of third party shippers is expressly prohibited.

The use of non-authorized scripting technologies to obtain information from fedex.com or submit information through fedex.com is strictly prohibited.

FedEx does not accept ideas, concepts, or techniques for new services or products through fedex.com. If such information is received, it will not be considered confidential and FedEx will be deemed free to use, communicate and exploit such information in any manner it chooses.

Section 3. fedex.com Login Registration

You may choose to register on fedex.com to access interactive features on fedex.com. fedex.com Login provides you with access to [FedEx Ship Manager at fedex.com](#), [FedEx® Tracking](#), [My FedEx](#), [FedEx Global Trade Manager](#), [FedEx Billing Online](#), [FedEx® Mobile](#) and other online services. The availability of these services varies by country. In the future, FedEx may add other features that may be accessed through fedex.com Login. In such event, previously registered users will not be required to re-register.

By registering on fedex.com, You agree to provide accurate and current information about Yourself as prompted by the fedex.com Login Registration pages and maintain and promptly update Your online profile information to keep it accurate and current.

Some fedex.com services are being made available to customers based in some countries and not others. You agree to register only for fedex.com services offered on the fedex.com website for the country in which your FedEx account is based. For example, if your FedEx account is based in Canada, you will register for services offered on fedex.com/ca and not for services offered on fedex.com/us.

When you register using fedex.com Login Registration, you will select a user ID and password. You are responsible for maintaining the confidentiality of the password and user ID, and you are responsible for all activities that occur under Your password and user ID. You agree to (a) immediately notify FedEx of any unauthorized use of Your user ID and password, and (b) ensure that You exit from Your fedex.com session at the end of each visit.

You acknowledge and agree that it may be necessary from time to time for FedEx to confirm the validity of the credit card information you provided to open your FedEx account. When this occurs, FedEx may request a temporary authorization hold for a nominal amount on your card. This authorization hold does not result in actual charges to your card. These

authorizations will automatically expire based on guidelines established by your card issuer.

Section 4. Changes to fedex.com

fedex.com and its Content, may be changed, deleted or updated at any time without notice.

Section 5. Termination of Use

FedEx may discontinue, suspend or modify fedex.com at any time without notice, and FedEx may block, terminate or suspend Your and any user's access to fedex.com at any time for any reason in its sole discretion, even if access continues to be allowed to others.

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Section 7. Disclaimer of Warranty

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OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX OR AN AUTHORIZED REPRESENTATIVE OF FEDEX SHALL CREATE A WARRANTY.

Section 8. Limitation of Liability

USE OF FEDEX.COM AND ITS CONTENT IS AT YOUR SOLE RISK. FEDEX WILL IN NO EVENT BE LIABLE TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES UNDER ANY THEORY OF LAW FOR ANY ERRORS IN OR THE USE OF OR INABILITY TO USE FEDEX.COM AND ITS CONTENT INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, BUSINESS, DATA, OR DAMAGE TO ANY COMPUTER SYSTEMS, EVEN IF YOU HAVE ADVISED FEDEX OF THE POSSIBILITY OF SUCH DAMAGES.

You agree to defend, indemnify and hold harmless FedEx, its parent and affiliate companies and their respective officers, directors, employees, agents and representatives from any and all claims (i) arising out of Your breach of any of these terms and conditions, and any of Your activities conducted in connection with this site.

Section 10. FedEx Service Guide

The terms and conditions for using FedEx delivery and related services are contained in the most current version of the FedEx Service Guide, which is available by request. The most current version of the FedEx Service Guide will control in the event of any conflict between any FedEx delivery or related service information on fedex.com and the delivery or related service information contained in the most current version of the FedEx Service Guide.

Section 11. Links to other web sites

There are links on the fedex.com site that allow You to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by FedEx. FedEx makes no representations concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites.

FedEx has not tested and makes no representations regarding the correctness, performance or quality of any software found at any such sites. You should research and assess the risks which may be involved in accessing and using any software on the Internet before using it.

Section 12. Privacy Policy

The [FedEx Privacy Notice](#) governs the use of information acquired from You through fedex.com.

You assume all responsibility for compliance with all laws and regulations of the United States and any other country from which You may access fedex.com regarding access, use, export, re-export and import of any Content appearing on or available through fedex.com.

You acknowledge and agree that you will not export or import any Content to any country to which export or import is restricted under United States law, that You are not a national of any such country, you are not a Denied Party listed on the U.S. Denied Persons List, you are not a Special Designated National on the U.S. Treasury Department's list of Specially Designated Nationals, and that the Content will not be used in the design, development or production of nuclear, chemical or biological weapons.

Section 14. Controlling Law and Severability

This Agreement and Your use of fedex.com is governed by and construed in accordance with the laws of the United States and the State of Tennessee, excluding its conflict of laws provisions. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible.

Any cause of action with respect to fedex.com or this Agreement must be instituted within one year after the claim or cause of action has arisen or be barred and must be brought in a court of competent jurisdiction within Shelby County, Tennessee. This Agreement may not be changed or modified without the written consent of FedEx.

Section 15. Terms of Carriage

(i) Customer agrees that domestic and international carriage by FedEx of any shipments tendered to FedEx using SHIP MANAGER shall be in accordance with the terms, conditions and limitations of liability set out on the NONNEGOTIABLE Air Waybill, Label, Manifest, or Pick-Up Record (collectively "Shipping Documentation") and as appropriate any transportation agreement between Customer and FedEx covering such shipment and in any applicable tariff, Service Guide or Standard Conditions of Carriage, copies of which are available upon request, and which are incorporated into this Agreement by reference. If there is a conflict between the Shipping Documentation and any such document then in effect or this Agreement, the transportation agreement, tariff, Service Guide, Standard Conditions of Carriage, or this Agreement will

control, in that order of priority. If a shipment originates outside the United States, the contract of carriage is with the FedEx subsidiary, branch, or independent contractor who originally accepts the shipment. Your use of Global Trade Manager shall not alter Your responsibility for the preparation and accuracy of shipping documentation including import/export forms.

(ii) In the event Customer uses SHIP MANAGER to process shipments tendered to FedEx for delivery to locations outside the United States or country of shipment origin, Customer will, at Customer's sole expense, assure that the terms and conditions of international carriage supplied by FedEx from time to time (and which may be amended or modified from time to time at FedEx's sole discretion) are placed on the Shipping Documentation as may be instructed by FedEx, for all such international shipments. Customer will defend, indemnify and hold harmless FedEx, its officers, directors, employees and agents from and against any and all losses, damages, claims and other items of cost and expense arising out of Customer's failure to apply the international carriage terms to the Shipping Documentation for such international shipments, including without limitation claims from the recipient of any shipment, and Customer's failure to follow FedEx's instructions in regard to the placement of the terms on the Shipping Documentation for such international shipments.

(iii) Printed Signature. Customer acknowledges that if SHIP MANAGER is used to process shipments to locations outside the United States or country of shipment origin, Customer must enter the name of the person completing the Shipping Documentation to print in lieu of its manual signature on the Shipping Documentation, as applicable, for all shipments tendered by Customer to FedEx using SHIP MANAGER. Customer further acknowledges that such printed name shall be sufficient to constitute the Customer's signature, and Customer's acceptance of FedEx's terms and conditions of carriage contained in the applicable transportation agreement, tariff, Service Guide, Standard Conditions, or Shipping Documentation, under which the shipment is accepted by FedEx, or its independent contractor.

(iv) Unless otherwise indicated, the shipper's address indicated on the face of any Shipping Documentation is the place of execution and the place of departure and the recipient's address listed on the face of the Shipping Documentation is the place of destination. Unless otherwise indicated on the face of the Shipping Documentation the first carrier of all shipments is FedEx Express, P.O. Box 727, Memphis, TN 38194. The address for FedEx Ground is P.O. Box 108, Coraopolis, PA 15230.

Section 16. FedEx ShipAlert®

FedEx provides You with the opportunity, via SHIP MANAGER, to use FedEx ShipAlert to send a message to the recipient informing him/her of Your shipment. This feature is provided free of charge. FedEx may modify or terminate the use of FedEx ShipAlert at any time.

FedEx does not commit to keeping Your message private or confidential. By using FedEx ShipAlert You acknowledge that

FedEx is providing the technical functionality only, and that You are solely responsible for the content of Your messages. FedEx undertakes no duty to monitor any messages sent by You. However, FedEx, in its sole discretion, may elect, but is not obligated, to look at Your messages to protect itself.

Do not use FedEx ShipAlert for anything other than to communicate information about Your shipment. You may not use FedEx ShipAlert to disseminate inflammatory, infringing, obscene, or other unlawful information, or to threaten, harass, abuse or otherwise violate the legal rights of others or perform any act contrary to law. If FedEx sees or hears about messages sent via FedEx ShipAlert that violate these provisions, or that may damage FedEx, it may take all actions necessary to protect itself, including disclosing any messages to the authorities.

It is not necessary to use FedEx ShipAlert to ship a package via SHIP MANAGER. FedEx will not be liable for any failure or delay, for any reason, in the transmission, receipt, or acknowledgment of any messages sent by or to You.

Subject to the terms listed here, addresses will remain in Your Address Book as long as You use SHIP MANAGER. If You do not use SHIP MANAGER for a period of 6 months, FedEx will delete Your addresses.

However, FedEx will not delete Your SHIP MANAGER account. If You have any concerns, please email FedEx at webmaster@fedex.com. The Address Book is a feature provided free of charge by FedEx. You should maintain a back-up copy of Your addresses as FedEx will not be responsible for the loss of addresses contained in the Address Book. FedEx may modify or terminate this feature at any time for any reason.

Section 18. Courtesy Rate Quote

The courtesy rate reflected by the Courtesy Rate Quote on FedEx Ship Manager, if shown, may be different than the actual charges for Your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

Section 19. H.M. Customs and Excise Forms

H.M. Customs and Excise Forms are subject to Crown copyright and are reproduced on Global Trade Manager under license from the Controller of Her Majesty's Stationery Office. Visitors to this site may reproduce and use these forms, but have no right to authorize third parties to use them.

Section 20. FedEx Tracking Signature Proof of Delivery

In addition to the fedex.com Terms of Use, the following terms and conditions govern your access and use of Signature Proof of Delivery. By accessing and using Signature Proof of Delivery, you acknowledge and agree that you are the shipper, the recipient, or third party payor, or are authorized to act on behalf of the shipper, recipient, or third party payor to retrieve the signature image for the shipment you are attempting to track. You warrant and agree, on behalf of yourself and all persons on whose behalf you are acting in accessing and using Signature Proof of Delivery, that you will not use the signature image for any purpose other than to confirm the delivery of such shipment. You further acknowledge and agree, on behalf of yourself and all persons on whose behalf you are acting in accessing and using Signature Proof of Delivery, (i) to defend (at FedEx option), indemnify, and hold harmless FedEx, its parent and its parent company's subsidiary companies (collectively "FedEx" for purposes of this paragraph) from and against any and all claims of whatever nature arising from your access and use of Signature Proof of Delivery, and the receipt, use and emailing of any signature retrieved; (ii) that Signature Proof of Delivery is provided "AS IS" and you assume all risk of accessing and using Signature Proof of Delivery; (iii) that FedEx DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS OF WHATEVER NATURE, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN RESPECT TO SIGNATURE PROOF OF DELIVERY; (iv) you will only email Signature Proof of Delivery to the shipper, recipient or third party payor of the shipment you are attempting to retrieve; (v) that under no circumstances shall FedEx be liable for any money or other damages resulting from the access and use of Signature Proof of Delivery and that FedEx hereby disclaims liability for any such damage; and, (vi) that your actions and shipments are further governed by, and you will comply with, the terms and conditions in the applicable FedEx Service Guide or transportation agreement.

Section 21. FedEx Tracking Updates

In addition to the fedex.com Terms of Use, the following additional terms and conditions govern the access and use of this tracking update subscription application to request tracking information updates ("Tracking Updates"). FedEx authorizes You to request Tracking Updates for a shipment for which You are the shipper, recipient or third-party payor and You agree to only request Tracking Updates for a shipment for which You are the shipper, recipient, or third-party payor subject to these Terms and Conditions. You acknowledge and agree that Tracking Updates are the private property of FedEx, are provided to You free of charge and that any use of Tracking Updates information is at Your sole risk. Tracking Updates are provided "AS IS" and FedEx disclaims all Warranties or conditions, Express or Implied.

Section 22. FedEx Delivery Manager®

In order to facilitate delivery or release of a shipment, FedEx may, at its sole discretion, offer certain delivery options and

functionality to residential Recipients through FedEx Delivery Manager. As a condition for approval to register for and use FedEx Delivery Manager, Recipient agrees to these terms:

I. Recipient represents and warrants that Recipient: resides at the address provided for enrollment; is authorized to enroll and receive shipments at the address; will only register for himself/herself; will only register nicknames that are associated with Recipient's name and identity; is 13 years of age or older.

II. For each shipment, Recipient represents and warrants that Recipient is authorized by the Shipper to use or request the FedEx Delivery Manager options and functionality.

III. Recipient agrees to pay any fees associated with FedEx Delivery Manager options that are offered by FedEx for a fee. See Rates in the FedEx Service Guide for details.

IV. The contract of carriage governed by the FedEx Express Terms and Conditions or the FedEx Ground Tariff in the FedEx Service Guide shall at all times remain with the Shipper, as that term is defined in the FedEx Service Guide, and nothing in these FedEx Delivery Manager Terms shall be construed to create a contract of carriage with the Recipient. FedEx Delivery Manager options and functionality, including those offered for a fee to the Recipient, are governed solely by the terms in this FedEx Delivery Manager section of the fedex.com Terms of Use.

V. In no event shall FedEx, including, without limitation, agents, contractors, employees and affiliates, be liable for any damages, including but not limited to special, incidental or consequential damages, including, without limitation, loss of profits or income, whether or not FedEx had knowledge that such damages might be incurred, from honoring, or our failure to honor, any request for delivery instructions, preferences, delivery suspension, routing instruction or other delivery request from the Recipient. Notwithstanding, a refund of the FedEx Delivery Manager fee as outlined below is the exclusive remedy in the event of FedEx's failure to honor the Recipient's request for FedEx Delivery Manager options.

VI. Money-Back Guarantee. We offer a money-back guarantee for FedEx Delivery Manager delivery options that are offered for a fee. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you. At our option, we will, upon request, refund your FedEx Delivery Manager charges in the event of a delivery failure as described below. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a delivery option failure. There are no delivery option commitments for shipments on which the money-back guarantee is suspended.

a. FedEx Date Certain Delivery Money-Back Guarantee. The FedEx Date Certain Delivery Money-Back Guarantee applies if shipment delivery is not attempted on the valid date requested. To be considered valid, the requested date must be a Business Day within 7 calendar days after the originally scheduled delivery date. If the delivery date requested is invalid,

the FedEx Date Certain Money-Back Guarantee will not apply.

b. FedEx Evening Delivery Money-Back Guarantee. The FedEx Evening Delivery Money-Back Guarantee applies if shipment delivery is not attempted between 5 and 8 p.m. by the scheduled delivery date as published on fedex.com.

c. FedEx Appointment Delivery Money-Back Guarantee. The FedEx Appointment Delivery Money-Back Guarantee applies if shipment delivery is not attempted during the appointment time-frame and on the date requested by the Recipient and agreed to by FedEx.

d. Deliver To Another Address Money-Back Guarantee. The Deliver To Another Address Money-Back Guarantee applies if shipment delivery is not attempted at the new delivery address by the scheduled delivery date and time as published on fedex.com

e. Exceptions and Limitations. FedEx will not be obligated to refund or credit your charges if:

1. We provide you with proof of timely completion of the delivery option, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to provide the delivery option resulted from circumstances described under the Liabilities Not Assumed sections of the FedEx Service Guide.

2. The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day, and was delivered within 90 minutes of the new requested delivery date, time, or delivery window.

3. The shipment was undeliverable as described in the Undeliverable Shipments sections of the FedEx Express Terms and Conditions or the FedEx Ground Tariff in the FedEx Service Guide.

f. Refund Requests: To qualify for a refund, you must notify us of a delivery option failure and request a refund of your charges in compliance with the conditions listed below. If you do not comply with these conditions, you are not entitled to receive a refund and cannot recover compensation for a delivery option failure in any lawsuit.

1. You may request a refund of charges due to a delivery option failure by submitting your request through the billing adjustment application at fedex.com/billingadjustment.

2. Your notification of a delivery option failure must include the FedEx tracking number; and the last 4 digits of the credit card used to pay for the delivery option.

3. All requests for refund or credit of charges must be received within 90 calendar days from the ship date.

VII. If the Sign For A Package option is selected, Recipient authorizes FedEx to leave the shipment, and any other eligible shipment available for delivery, at the recipient's location and releases FedEx from all liability for any loss or damage that may result from leaving the shipment at Recipient's request.

VIII. If Recipient provides delivery instructions, preferences, or requests to suspend deliveries for their address, Recipient releases FedEx from all liability for any loss or damage that may result from FedEx following the delivery instructions, preferences, or requests to suspend deliveries.

IX. Recipient understands that FedEx Delivery Manager calendar and tracking visibility will be based on information readily available to FedEx, that it may be limited, estimated or incomplete and that such information may change or be modified.

X. Recipient agrees not to sue FedEx as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against FedEx regarding FedEx Delivery Manager.